



Embassy of the United States of America

Tokyo, Japan

April 28, 2020

Dear Prospective Quoters:

Subject: Request for Quotations Number 19JA80-20-Q-0610
New Food Products Trade Showcase Promotion Services for US
Agricultural Trade Office (ATO) of the U.S. Embassy Tokyo, Japan

The Embassy of the United States of America seeks to set up a purchase order with a qualified, responsible, and reliable firm for New Food Products Trade Showcase Promotion Services for the US Agricultural Trade Office (ATO) of the U.S. Embassy Tokyo, Japan.

Note: All Contractors have to be registered in the SAM (System for Award Management) Database <https://www.sam.gov> prior to contract award pursuant to FAR provision 5.207. Therefore prospective quoters are encouraged to register prior to the submittal of quotations. The guidelines for registration in SAM are also available at the above web address.

If you would like to submit a quotation, follow the instructions in Section 3 of the Request for Quotations (RFQ). Quotations shall be **electronically** submitted with the subject RFQ No. 19JA8020Q0610 in the email title line to YonahaMX@State.gov by **no later than (NLT) 11:00 Tuesday May 26, 2020** (Local Time). Hand-delivery or mail submissions of the quotations are NOT acceptable for this solicitation.

1. Pre-Quotation Briefing (Orientation)

Pre-Quotation Briefing will be **held at 14:00 hours on Monday May 11, 2020** via Microsoft(MS) TEAMS Application. If you would like to attend the briefing, please email all attendees' business email addresses and business phone numbers to YonahaMX@State.gov by no later than (NLT) **15:00 Thursday, May 7, 2020**. Prospective vendors will receive email invitations and no needs to install Office 365 account or to install any desktop applications except the MS TEAM app on your device to attend the briefing. Further instruction on how to join the briefing will be provided in the email invitations.

2. Questions:

Please submit your questions in English in regards to this RFQ **by 11:00 hours, Thursday May 14, 2020** by e-mail to YonahaMX@State.gov.

All questions will be consolidated, and one response will be prepared and posted on Embassy website, the same website where you obtain the RFQ documents.

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the RFQ process.

Sincerely,

Darin A. Phaovisaid

Darin Phaovisaid
Contacting Officer

Enclosure: Request for Quotations 19JA80-20-Q-0610

REQUEST FOR QUOTATIONS (RFQ) (THIS IS NOT AN ORDER)		THIS RFQ [] IS [<input checked="" type="checkbox"/>] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)		PAGE 1	OF 	PAGES 46
1. REQUEST NO. 19JA80-20-Q-0610	2. DATE ISSUED April 28, 2020	3. REQUISITION/PURCHASE REQUEST NO. PR9108574	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING		
5A. ISSUED BY GSO/Procurement Unit U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan			6. DELIVER BY (Date)			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION See RFQ.			
NAME Mieko Yonaha		TELEPHONE NUMBER AREA CODE 03		NUMBER 3224-5208		
8. TO:			9. DESTINATION			
a. NAME		b. COMPANY		a. NAME OF CONSIGNEE U.S. Embassy		
c. STREET ADDRESS			b. STREET ADDRESS 1-10-5 Akasaka, Minato-ku			
d. CITY		e. STATE	f. ZIP CODE	c. CITY Tokyo		
				d. STATE	e. ZIP CODE 107-8420	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE: May 26, 2020; 11:00		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter				
11. SCHEDULE (Include applicable Federal, State and local taxes)						
ITEM NO. (a)	SUPPLIES/SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	New Food Products Trade Showcase Promotion Services for the Agricultural Trade Office (ATO) of the U.S. Embassy Tokyo, Japan in accordance with terms and conditions of the contract. This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.		Job			(See Subsection 1.1.3 Pricing under Section 1: The Schedule.)
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %		d. CALENDAR DAYS NUMBER %
			%			
NOTE: Additional provisions and representations [<input checked="" type="checkbox"/>] are [] are not attached.						
13 NAME AND ADDRESS OF QUOTER			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION	
a. NAME and ADDRESS OF QUOTER (COMPANY) DUNS NO.:						
c. COUNTY						
d. CITY	e. STATE	f. ZIP CODE	16. SIGNER a. NAME (Type or print)		b. TELEPHONE	
			c. TITLE (Type or print)		AREA CODE NUMBER	

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STANDARD FORM 18
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)

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Section 1: The Schedule

1.1 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-20-Q-0610, Blocks 11(f), Amount

1.1.1 Scope of Services

(a) The purpose of this Scope of Work is to seek a quoter to organize a U.S. New Food Product Trade Showcase on Monday November 9, 2020 in Tokyo, for 27 - 32 U.S. Companies exhibiting new-to-market agricultural products. This one-day long event will include an exhibitor briefing, business meetings between U.S. exhibitors and Japanese buyers/visitors and the main trade showcase offering Home Meal Replacement theme. The goal is to introduce Japanese buyers and/or importers to U.S. food suppliers in order to increase U.S. agricultural product exports to Japan. The event will hereinafter be referred to as the "U.S. Food Trade Show" in accordance with the specifications and terms and conditions set forth herein.

(b) The prices listed below shall include, but not limited to, all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit, installation, and transportation.

1.1.2 Offers and Payment in U.S. Dollars

(1) U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

(2) Foreign Firms. Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in Japanese Yen.

1.1.3 Pricing

Trade Showcase Promotion Services for the ATO in accordance with subsection 1.2 - Schedule of Supplies/Services:

Project Price : _____

Venue Price : _____

Price Grand Total : _____

1.1.4 The U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the U.S. Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. (For non-Designated Stores, please visit the following link for registration:

<https://www.nta.go.jp/taxes/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>

1.2 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-20-Q-0610, Block 11(b), Schedule of Supplies/Services

The object of this project is to introduce Japanese buyers and/or importers to U.S. food suppliers in order to increase U.S. agricultural product exports to Japan.

1.2.1 Specification/Work Statement

Project Commencement period - On\About 8 June, 2020

(a) Statement of Work

1. The purpose of this Scope of Work is to seek a contractor to organize a U.S. New Food Product Trade Showcase on Monday November 9, 2020 in Tokyo, for 27 - 32 U.S. Companies exhibiting new-to-market agricultural products. This one-day long event will include an exhibitor briefing, business meetings between U.S. exhibitors and Japanese buyers/visitors and the main trade showcase offering Home Meal Replacement theme. The goal is to introduce Japanese buyers and/or importers to U.S. food suppliers in order to increase U.S. agricultural product exports to Japan. The event will hereinafter be referred to as the "U.S. Food Trade Show."

The US Government(the Government hereafter) anticipates preliminary work to begin on /about June 8; starting with a) securing the venue and f) identification of importers, distributors and end-users for the invitation list. The Government has some flexibility in that date, but it shall commence no later than July 1.

The purpose of the U.S. Food Trade Show is to create a space for U.S. companies to exhibit their food and beverage products to at least 300 targeted Japanese food buyers and importers in Tokyo, and to facilitate sales of these products to Japan. Definition of "buyers" are professional food buyers representing food related enterprises in Japan such as food-service companies, food retail companies, food wholesale companies or distributorships and food import companies.

During the trade showcase, the Contractor will create a display table with menu samples featuring the ATO's Home Meal Replacement (HMR) theme, which include Finger food, Sozai and Delicatessen. The details of HMR recipes and menus will be finalized by the Contractor in collaboration with ATO Tokyo after the contract has been awarded.

2. Subject to the approval of ATO/Tokyo (COR), the Contractor shall conduct the event for 27 - 32 American food and/or beverage suppliers, and at least 300 targeted professional Japanese food buyers/importers/distributors based in the Tokyo area.

Selection Criteria:

- i) Demonstrated ability to perform specified work: Contractor will demonstrate that they have managed/carried out similar trade showcase events multiple times in last 2 years. Please provide appropriate documentation and references with your proposal.
- ii) Acceptable staffing proposal: Contractor shall assign at least one manager and one support staff for the preparation period of the trade showcase in order to discuss details with ATO Tokyo. On the event day, Contractor shall staff the venue with competent staff, including: one manager to exercise oversight of the trade showcase; a minimum of two people for the reception table; and a minimum of two people for exhibitors' questions/ requests. At least each one reception table staff member and one support staffer shall be English/Japanese bilingual. Please provide detail of your anticipated staffing pattern, including identification of management staff.
- iii) Price.

Price Schedule:

Due to the length of this Contract the ATO may be able to issue partial payments based on completion of preliminary/preparatory work; however, advance payments are not permitted. In addition, due to the possibility of disruptions related to the COVID-19 virus or other unforeseen events, bids shall include an option for contract cancellation and partial billing for completed work. Please provide a detailed proposed billing schedule.

3. The contractor shall undertake all activities needed to conduct the events.

Activity details include:

- A. Coordinate and implement all aspects of conducting the event, to include;
 - a. acquiring the facility (venue),
 - b. coordinating exhibitors,
 - c. recruiting and inviting buyers/importers,
 - d. coordinate shipping of exhibitors' food samples to the showcase location,
 - e. setting up the facility,

- f. arranging all necessary catering of food for the trade showcase and meetings,
- g. and managing the facility and people on the day of the event.

- B. Distribute information and invitations to attract the minimum number of professional buyers/importers listed above.
- C. Monitor event attendance and conduct a written survey of both exhibitors and buyers at the venue, in order to evaluate the results of the events (COR must review questions in advance). The survey of U.S. exhibitors will be coordinated with sponsoring State Regional Trade Groups.
- D. Coordinate with the COR on all aspects of the Activity

The exhibition space, equipment and services for the U.S. Food Trade Show that the contractor provides shall meet the following requirements:

Exhibition Space and Service:

- a. Reserve an exhibition space or a banquet room(s) at a major hotel, or an adequate equivalent space, with a meeting area totaling more than 700 m2 with space for at least 27 exhibition tables (size 90 centimeters x 180 centimeters or bigger) placed side-by-side. Final venue will be approved by ATO Tokyo. Contractor is responsible for event setup, including all equipment mentioned in this Scope of Work according to a floorplan to be approved by the ATO. The venue and exhibition spaces shall maintain current food service certification to prepare and serve samples and the HMR menu (see above Section 1).
- b. Reserve spaces next to or near the exhibition area for seven simultaneous one-on-one meetings, with seven tables (four chairs each), to use for business discussions between exhibitors and buyers, and a coffee/water station with coffee service available for exhibitors and buyers throughout the showcase. Quantities of water and coffee that Contractor shall provide for the date shall include; Water - 60 liters and 300 disposable cups, or equivalent; Coffee - 300 servings, or equivalent. A Contractor shall provide a proposed layout of the exhibition space for ATO approval.
- c. Reserve a space for an exhibitors' briefing, close to the exhibition space, with an adequate size for at least 32 exhibitors, with a color projector, a screen more than 100 inches and full audio system including more than two speakers, two microphones and related cables for connecting a laptop computer which ATO will prepare for the briefing in order to carry out the briefing session.
- d. Event timetable (tentative): November 9, 2020

09:00 - 09:50 Preparation for exhibition tables

10:00 - 10:30 Exhibitor briefing (by ATO)
10:30 - 11:00 Lunch/preparation continue
11:00 - 17:00 U.S. New Food Product Trade Showcase
17:00 - 18:00 Closing/pack up, clean off

Rental Equipment for the Exhibition:

- 32 clean, cloth-covered tables (size: about 90 cm x 180 cm) with two clean chairs each for the exhibitors.
- 7 clean cloth-covered tables and 28 clean chairs for the meeting area for business discussions between exhibitors and guests
- Desks and chairs for the entrance reception area
- Tables and other amenities for the coffee station and food display table
- A projector and a screen for the Power Point presentation during the exhibitors briefing
- Other necessary incidental equipment

Tasting Samples for the Trade Show:

- Set up one table to display menu samples of 8 different recipes from the ATO's upcoming Finger Food and/or Home Meal Replacement (HMR) menu ideas. ATO and Contractor will discuss HMR menu ideas later. And/or, chef of contractor can create original menus along with the concept. Menu selections must be approved by the ATO, and ingredient substitutions can be made upon approval by ATO.
- Serve the samples two times during the showcase; offering 40 portions/bites of 8 different recipes. (serving times 13:00 and 15:00)
- Hold one preliminary tasting session at a place of Contractor in order to decide 8 menus and recipes under ATO observation.

Electric Power:

- Adequate electrical power in the banquet room for exhibitors using electric appliances at their booths (approximately 2.0 kw per booth for 25 booths, totaling an average of about 50 kw)

Receipt and Storage of Food Samples:

- Freezers and/or cold storage for exhibitors' food samples prior, during and immediately following the event. The Contractor shall be responsible for receiving samples sent to the venue prior to the event.

Recruitment:

- a. Recruitment of U.S. suppliers
Provide coordination and support for recruitment of a total of 27 to 32 U.S. food or beverage suppliers to exhibit their products at the venues in Tokyo. However, up to 15 American food suppliers may be recruited by an outside partner, the Western United States Agricultural Trade Association (WUSATA), leaving the Contractor to

recruit less. This service includes communicating with potential exhibitors, helping exhibitors find accommodation and an interpreter in Japan and assisting with shipment of their display products. The ATO will send potential exhibitor contact information to the contractor.

b. Recruitment of Japanese buyers and importers to attend showcase and business meetings. This includes targeted recruitment of a total of 300 or more Japanese buyers/importers/distributors and retailers for the New Product Showcase in Tokyo. This service includes identifying professional food buyers and importers to invite to the New Product Showcase; creating and distributing the invitation letter; tracking replies; recording guests' contact details; and administrative management for check-in of invitees at the event venue. The Contractor shall provide a preliminary list of invitees-comprised of professional buyers, to include names, company names, contact address, e-mail addresses and telephone numbers- one month after contract finalization.

Media releases for the New Product Showcase:

Write and publish one (1) press release about U.S. Food Trade Show before the trade show, and at least one (1) press release after the trade show. Provide the pre-press releases to at least 3 food service industry newspapers one month before the date of event, and provide the post-press release to at least 3 food service industry newspapers and/or SNS accounts within one week after the event.

Create Signage and Exhibitor Guidebook:

- 2 large signs; poster size signboard (or a backdrop) for the trade show, and a poster size venue map which shows exhibitors name and position in place.
- 32 signboards for individual exhibitors that include; company (brand) name, logo and type of products.
- 200 copies of exhibitor guidebooks with information about exhibitors and their contact details. The details include company name, address, contact person/telephone number/email address and product details to be exhibited.

Photography:

- Hire at least one professional photographer to take photos of the U.S. Food Trade Show, actual meetings and the Exhibitors Briefing.
- Take photos of more than 100 shots, up to 400 shots that include scenes/cuts of communication/interaction between Japanese buyers and U.S. exhibitors at a venue.
- Provide two sets of CD-Rs or DVD-Rs that include all of the event photos.

Print the Guidebook:

- Print at least 200 copies of the ATO Special Menu Guidebook and Exhibitor Guidebook for distribution at the event. A total of 8 and about 10 pages of art work for printing will be provided by an ATO's contractor.

4. Subcontracting: No part of the work under this contact may be subcontracted without prior approval of the ATO/Tokyo.

5. Ownership: All work furnished and paid for under this contact shall become the sole property of the United States Government (USG) and shall be turned over to ATO/Tokyo upon its request.

6. The Contractor shall take all reasonable caution to safeguard all materials developed under this contract against unauthorized disclosure or dissemination while they remain under the Contractor's custody.

7. Warranty: The Contractor warrants that the use of any material and information furnished by the Contractor to the USG for any purposes:

- i) will not infringe upon copyrights or any other property rights of any persons, firms, corporations, unincorporated associations, or other legal entities;
- ii) will not violate the right of privacy of any person(s);
- iii) will not be libelous, or;
- iv) will not infringe or violate any other rights whatsoever of any persons, firms, corporations, unincorporated associations, or other legal entities.

8. No person, firm, corporation, unincorporated association or other legal entity has any rights whatsoever to interfere with the use of the material by the USG for purposes as herein provided.

9. The Contractor further warrants that s/he shall have no right, title or any other claim whatsoever to the materials and information furnished by the Contractor and any other materials developed under the terms of this document, after delivery of the same to the USG and receipt of payments therefore. Such material is to remain the sole property of the USG.

Selection Criteria:

1. Demonstrated ability to perform specified work: Contractor shall have records demonstrating that they have managed/carried out this kind of trade showcases multiple times in last 2 years. Please provide appropriate documentation and references with your proposal.

2. Acceptable staffing proposal: Contractor shall assign at least one manager and one support staff for preparation period of the trade showcase in order to discuss details with ATO Tokyo. On the event day, Contractor shall staff the venue with competent people respectively. Such as, one manager to exercise oversight of the overall trade showcase, minimum two people for the reception table and minimum two people for exhibitors' questions/requests. At least each one reception table staff member and one support staffer shall be English/Japanese bilingual. Please provide detail on your anticipated staffing pattern.

3. Price Schedule:

Due to the length of this Contract the ATO may be able to issue partial payments based on completion of preliminary/preparatory work; however, advance payments are not permitted. In addition, due to the possibility of disruptions related to the COVID-19 virus or other unforeseen events, bids shall include an option for contract cancellation and partial billing for completed work. Please provide detail of your preferred billing schedule.

The ATO believes that this project is properly funded with FY20 funding for two reasons:

1. As cited in the Bona Fide needs example below, this event must be held on a specific date (November 9, 2020) in order to accommodate pre-scheduled trade missions sponsored by two external partners: The Western US Ag Trade Alliance (a non-profit State Regional Trade Group representing the state governments of 13 western US state) and Food Export USA (a non-profit State Regional Trade Group representing the state governments of 25 mid-western & northeastern US states). In order to hold that event on November 9, facilities must be reserved prior to the end of the 2020 fiscal year. It may well be impossible to secure any venue after the availability of FY21 funding, and any uncertainty regarding the actual venue would make much of the preliminary work (see items a.-g. below) impossible.

2. The contract for organizing this event shall not properly be seen as a contract for delivery of services on a specific date (Nov. 9), but rather as a contract for delivery of services over an extended period of time culminating in an event on November 9. In fact, most of the services will be rendered prior to the end of FY20 on September 30, 2020. Services anticipated to be finalized before that date include:

- a. Securing of venue,
- b. Design and layout for the event,
- c. Identification of US participants,
- d. Preparation of a catalogue detailing participating US firms & their products,
- e. Printing of promotional materials & signage,
- f. Identification of target invitees,
- g. Sending of invitations to Japanese importers, distributors and end-users,

In addition, it is anticipated that the contractor will have begun receiving and processing RSVPs for Japanese invitees by September 30. The actual event itself will represent a small portion of the overall workload. Dividing procurements into separate packages limited to service rendered only in FY20 versus FY21 would impose substantial additional costs, and threaten the effectiveness of the program. We therefore believe it is necessary to combine services in one procurement action.

1.2. 2 Contractor Responsibility

- (a) Contractor Personnel. The Contractor shall ensure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses required in their respective trades.
- (b) The Contractor shall provide all labor, tools, materials, equipment, supervision, and services, unless otherwise specified, to complete the work covered with the contract. All the work and procedures shall be performed in conformity to the specifications and work requirements herein. All local labor standards for occupational safety and health apply to this contract.
- (c) Inspection and acceptance by the U.S. Government. The U.S. Government reserves a right to inspect and test all the work under this contract at any time. If any of the work does not conform to the contract requirements and/or specifications, the U.S. Government may require the Contractor to perform the services again at no additional cost to the U.S. Government.

1.2.3 Laws and Regulations

- (a) Compliance Required. The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:
 - (1) the requirements of such laws, regulations and orders; or
 - (2) the contract.If a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.
- (b) Labor, Health and Safety Laws, and Customs. The Contractor shall comply with all local labor laws, regulations, customs and practices

pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

- (c) Evidence of Compliance. The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

Section 2: Contract Clauses

2.1 Contract Clauses

FAR 52.212 -4, Contract Terms and Conditions - Commercial Items (MAR 2020), is incorporated by reference (see SF -18, block 27a).

"None."

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAR 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#))).

___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

✓ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (5) [Reserved].

- ___ (6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ ✓ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) ([31 U.S.C. 6101](#)[note](#)).
- ___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).
- ___ (10) [Reserved].
- ___ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-3](#).
- ___ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-4](#).
- ___ (13) [Reserved]
- ___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Mar 2020).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- ___ (iii) Alternate II (Mar 2004) of [52.219-7](#).
- ___ (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Mar 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- ___ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- ___ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- ___ (iv) Alternate III (Mar 2020) of [52.219-9](#).
- ___ (v) Alternate IV (Aug 2018) of [52.219-9](#)
- ___ (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- ___ (22) (i) [52.219-28](#), Post Award Small Business Program Representation (Mar 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- ___ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).

- ___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644](#)(r)).
- ___ 26) 52.219-33, Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637](#)(a)(17)).
- ___ (27) [52.222-3](#), Convict Labor (*June 2003*) (E.O.11755).
- ___ ✓(28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- ___ (29) [52.222-21](#), Prohibition of Segregated Facilities (*Apr 2015*).
- ___ (30) (i) [52.222-26](#), Equal Opportunity (*Sept 2016*) (E.O.11246).
- ___ (ii) Alternate I (*Feb 1999*) of [52.222-26](#).
- ___ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct 2015*) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (*July 2014*) of [52.222-35](#).
- ___ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul 2014*) ([29 U.S.C.793](#)).
- ___ (ii) Alternate I (*July 2014*) of [52.222-36](#).
- ___ (33) [52.222-37](#), Employment Reports on Veterans (*Feb 2016*) ([38 U.S.C. 4212](#)).
- ___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).
- ___ ✓(35) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan 2019*) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (ii) Alternate I (*Mar 2015*) of [52.222-50](#) ([22 U.S.C. chapter78](#) and E.O. 13627).
- ___ (36) [52.222-54](#), Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (*May 2008*) ([42 U.S.C. 6962\(c\) \(3\) \(A\) \(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (*May 2008*) of [52.223-42 U.S.C. 6962\(i\) \(2\) \(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).
- ___ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).
- ___ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Oct 2015*) of [52.223-13](#).
- ___ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Jun 2014*) of [52.223-14](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec 2007*) ([42 U.S.C. 8259b](#)).
- ___ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (*Jun 2014*) of [52.223-16](#).
- ___ ✓(44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).

- ___ (45) [52.223-20](#), Aerosols (*Jun 2016*) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).
- ___ (47) (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).
 (ii) Alternate I (*Jan 2017*) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (*May 2014*)
 ([41 U.S.C. chapter 83](#)).
- ___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act
 (*May 2014*), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) n
 ote, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286,
 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
 (ii) Alternate I (*May 2014*) of [52.225-3](#).
 (iii) Alternate II (*May 2014*) of [52.225-3](#).
 (iv) Alternate III (*May 2014*) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (*Oct 2019*) ([19 U.S.C. 2501](#), et
 seq., [19 U.S.C. 3301](#) note).
- ___ ✓ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases
 (*June 2008*) (E.O.'s, proclamations, and statutes administered by the
 Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions
 Outside the United States (*Oct 2016*) (Section 862, as amended, of the
 National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C.](#)
 [2302 Note](#)).
- ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside
 (*Nov 2007*) ([42 U.S.C. 5150](#)).
- ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or
 Emergency Area (*Nov 2007*) ([42 U.S.C. 5150](#)).
- ___ ✓ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial
 Items (*Feb 2002*) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (56) [52.232-30](#), Installment Payments for Commercial Items
 (*Jan 2017*) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ ✓ (57) [52.232-33](#), Payment by Electronic Funds Transfer-System for
 Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).
- ___ (58) [52.232-34](#), Payment by Electronic Funds Transfer-Other than
 System for Award Management (*Jul 2013*) ([31 U.S.C. 3332](#)).
- ___ (59) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C. 3332](#)).
- ___ (60) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*)
 ([5 U.S.C. 552a](#)).
- ___ (61) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*)
 ([15 U.S.C. 637\(d\) \(13\)](#)).
- ___ (62) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag
 Commercial Vessels (*Feb 2006*)
 ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
 (ii) Alternate I (*Apr 2003*) of [52.247-64](#).
 (iii) Alternate II (*Feb 2006*) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*) (E.O. 13495).

- ___ (2) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- ___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- ___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).
- ___ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- ___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in

a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Oct 2015) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-17](#), Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause [52.222-17](#).
- (vii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
- (viii) [52.222-26](#), Equal Opportunity (Sept 2015) (E.O.11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (Oct 2015) ([38 U.S.C.4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C.793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (Feb 2016) ([38 U.S.C.4212](#)).
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).
- (xiv)
 - (A) [52.222-50](#), Combating Trafficking in Persons (Jan 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - (B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xvii) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

(xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (May 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) [46 U.S.C.Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

2 Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<https://www.acquisition.gov/browse/index/far>
or, <http://farsite.hill.af.mil/vffara.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.acquisition.gov/browse/index/far> to see the links to the FAR.

You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (JUNE 2013)
52.204-9	PERSONAL IDENTIFY VERIFICATION FOR CONTRACT PERSONNEL (JAN 2011)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (JUL 2014)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.232-39	UNENFORCABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.244-2	Subcontracts For Commercial Items (OCT 2010)

The following Department of State Acquisition Regulation (DOSAR) clauses are provided in full text:

Contractor Identification (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- (1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- (2) Clearly identify themselves and their contractor affiliation in meetings;
- (3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- (4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

DOSAR 652.232-70 Payment Schedule and Invoice Submission (Fixed-Price) (AUG 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in one original to the office shown below. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Contractor may submit invoices electronically to:

TokyoInvoices@state.gov

(Invoice for PO #19JA80-20-P-0610)

(c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below: (*The U.S. Government will provide the winner of the contract an electronic funds transfer (EFT) form to fill out.*)

DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Agricultural Trade Office (ATO) Officer at the U.S. Embassy in Tokyo, Japan.

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
(2) That it has obtained all necessary licenses and permits required to perform this contract; and
(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

DOSAR 652.229-70 Excise Tax Exemption Statement for Contractors within the United States (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

Section 3: Solicitation Provisions

3.1 Solicitation Provisions

FAR 52.212-1, Instructions to Offerors - Commercial Items (MAR 2020) is incorporated by reference (see SF-18, block (b)).

Addendum to 52.212-1: none

3.2 Summary of Instructions

The quoter shall complete and submit one original copy of the followings:

- (a) Volume 1 - Standard Form 18 (SF-18). Volume 1 consists of completion of blocks 11(f), 13, 14, 15, and 16 of the form.
- (b) Volume 2 - Prices. Volume 2 consists of subsection 1.1.3 Pricing on page 3 of the RFQ. Quoters must include the currency which they are submitting their prices in.
- (c) Volume 3 - Representations and Certifications. Volume 3 consists of Section 5: Representations and Certifications (complete all portions that are applicable) of the RFQ.
- (d) Volume 4 - Technical Proposals. Volume 4 consists of information demonstrating the quoter's ability to promote US Trade Showcase, including:
 - (1) Demonstrated ability to perform specified work: Contractor shall have records demonstrating that they have managed/carried out this kind of trade showcases multiple times in last 2 years. Please provide appropriate documentation and references with your proposal;
 - (2) Acceptable staffing proposal: Contractor shall assign at least one manager and one support staff for preparation period of the trade showcase in order to discuss details with ATO Tokyo. On the event day, Contractor shall staff the venue with competent people respectively. Such as, one manager to exercise oversight of the overall trade showcase, minimum two people for the reception table and minimum two people for exhibitors' questions/requests. At least each one reception table staff member and one support staffer shall be English/Japanese bilingual. Please provide detail on your anticipated staffing pattern;
 - (3) Evidence that the quoter operates an established business with a permanent address and telephone listing (institutional Record);

- (4) List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses).

Above (1) and (4) can be consolidated on one formatted document.

The Government will use past performance information primarily to assess quoter's capability to meet the solicitation performance requirements, including the relevance and successful performance of the quoter's work experience. The Government may also use this data to evaluate the credibility of the quoter's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

The Government will use past performance information primarily to assess quoter's capability to meet the solicitation performance requirements, including the relevance and successful performance of the quoter's work experience. The Government may also use this data to evaluate the credibility of the quoter's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

Submit the complete quotation **by email** with the subject solicitation number in the tile to YonahaMX@State.gov by no later than **11:00 hours, Tuesday, May 26, 2020 (local time)**. Late submission of quotations will be handled in accordance with Federal Acquisition Regulations.

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this RFQ shall be identified and explained/justified in the appropriate volume of the quote.

Please note that any required visas (for those who are coming from other countries), hotel reservations, and transportation are your responsibility.

It is the responsibility of the quoter to obtain licenses and permits as required in the solicitation in order to do business in Japan.

3.3 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<https://www.acquisition.gov/browse/index/far>
or, <http://farsite.hill.af.mil/vffara.htm>.

These addresses are subject to change.

IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:

Provision Title and Date

52.204-7 System for Award Management (OCT 2018)
52.204-18 Commercial and Government Entity Code Reporting (JUL 2016)
52.209-7 Information Regarding Responsibility Matters (OCT 2018)
52.214-34 Submission of Offers in the English Language (APR 1991)
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (AUG 2018)

The following DOSAR provision is provided in full text:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)
(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential quarters are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential quoters and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source

Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at Tel: 03-3224-5585 or Fax: 03-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman.

Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

The following FAR provision is provided in full text:

FAR 52.215-5 Facsimile Proposals (OCT 1997)

- (a) Definition. "Facsimile Proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) quoters may submit facsimile proposals as response to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is: +81-3-3224-5179.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document-
 - (1) The Contracting Officer immediately shall notify the quoters and permit the quoters to resubmit the proposal; (2) The method and time for resubmission shall be prescribed by

the Contracting Office after consultation with the offeror;
and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to so by the Contracting Officer, the apparently successful quoter promptly shall submit the complete original signed proposal.

Section 4: Evaluation Factors

4.1 Evaluation Factors

Award will be made to the lowest priced, technically acceptable, responsible quoter. Quoter shall submit a completed quotation per subsection 3.2 Summary of Instructions.

The U.S. Government reserves the right to reject proposals that are unreasonably low or high in price.

The evaluation process shall include the following:

a. Compliance Review. The Government will perform an initial review of quotations received to determine compliance with the terms of the Request of Quotations. The Government may reject as unacceptable quotations which do not conform to the Request for Quotations.

b. Technical Acceptability. Technical acceptability will include an evaluation of information defined in Section 3, along with any technical information provided by the quoter with its quotation.

c. Price Evaluation. The lowest price will be determined by multiplying the offered unit price times the quantity in subsection 1.1.3 Pricing under Section 1: The Schedule, and arriving at a grand total, including all options. The Government reserves the right to reject quotations that are unreasonably low or high in price.

d. Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

Discussions. The Government intends to evaluate quotes and award the purchase order without discussions with quoters. Therefore, the quoter's initial quote shall contain the quoter's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all quotes if such action is in the public interest; accept other than lowest quote; and waive informalities and minor irregularities in quotes received.

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

Section 5: Representations and Certifications

5.1 Representations and Certifications

FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (MAR 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural

Supplies;

- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (5) Have been voluntarily suspended. "Sensitive Technology"—

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

- (1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business

operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b) (2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c) (2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.]* The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph

(c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$250,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f) (2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item" "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (1) (ii) or (g) (1) (iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahraini, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA Threshold, \$180,000, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.*

A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4](#)(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4](#)(d)(1). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](#)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) *Representation.* The Offeror represents that-

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)